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The reason given by the court for this holding, was, that to allow the jury to examine the rotten wood, with a magnifying glass, would imply the necessity for the exercise of more than reasonable care upon the part of the city. This decision is peculiar and seems to stand as one of first impression. It has been often held that physical tests and so forth, can be made before the jury, and that they are permitted the use of the magnifying glass. In the case of *Barker v. Perry*, 67 Ia. 146, the jury was allowed to use a photograph; and also allowed to use a microscope to examine the same. The court said, that it was just as reasonable for the jury to use a microscope as it is for a juror of defective eyesight to wear glasses. Cases holding likewise, are *Hatch v. State*, 6 Tex. App. 384; *Matter of Fouts*, 34 Mich. 21; *Ham v. State*, 4 Tex. App. 645; *Howland Will Case*, 4 Am. L. Rev. 625; *White Sewing Machine Company v. Gordon*, 124 Ind. 945. That photographs can be introduced in evidence, seems to be according to the well settled rule. *Railroad Co. v. Hall*, 91 Ala. 122; *Glazier v. Hebron*, 62 Hun, 137. Magnified photographic copies are commonly submitted to the jury. *Marcy v. Barnes*, 16 Gray 161, 77 Am. Dec. 405; *Hines v. McDermoot*, 82 N. Y. 41, 37 Am. Rep. 538; *Rowell v. Fuller*, 59 Vt. 688; 13 Alb. L. J. 407. None of these cases, however, quite covers the point in question.

EXECUTORS AND ADMINISTRATORS—ENFORCEMENT OF CLAIMS—LIMITATIONS.—A statute provided that no executor or administrator should be held to answer to a suit of a creditor of a deceased person, unless the suit was commenced within two years from the date of the first publication of the appointment. The executor of an estate made a payment on a claim held by a creditor, who had actual knowledge that the executor was acting as such, although no notice of his appointment had been given. Afterwards an administrator *de bonis non* was appointed, who published notice of his appointment. An action was brought by the creditor to recover the unpaid amount of his claim. *Held*, that the statute of limitations did not begin to run against the creditor until such publication, notwithstanding his actual knowledge of the appointment. *Lynch v. Farnell* (1902), — R. I. —, 53 Atl. Rep. 869.

The above case illustrates the proposition that special statutes of limitations, which shorten the time for the presentation of claims against the estates of deceased persons, must be strictly complied with, in order to take from creditors the benefit of the general statute of limitations. See *SCHOULER ON EX'RS.*, sec. 418; *CROSWELL, EX'RS. AND ADM'R'S.*, sec. 739.

FRAUDULENT CONVEYANCES—CREDITOR'S RIGHT TO SUBJECT WIFE'S PROPERTY TO PAYMENT FOR IMPROVEMENTS MADE THEREON BY HUSBAND.—A husband contracted for the building of a house on the lot which was the property of his wife and so appeared upon the record. But in contracting for the building the husband treated the lot as his own, and the material man relied upon it. The wife knew that the husband made the contract in his own name. The value of the lot was enhanced many times, and the husband became insolvent without paying for the material. *Held*, that the improved lot is subject to the payment for the material. *Brand v. Connery* (1903), — Mich. —, 92 N. W. Rep. 784.

The court said: "Counsel have evidently made diligent search and find no case directly in point. We also are unable to find any authority decisive of the question and must therefore decide it upon principle. This is not a case where the husband has made an absolute transfer of property to his wife, and has afterwards entered into business, contracted debts and become insolvent. He had transferred nothing to her when this contract was made. He